

05-15-2000

FORM PTO-1618A

Expires 06/30/99  
OMB 0651-0027

101356161

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK****RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**  
Document ID #
- ☐ **Correction of PTO Error**  
Reel #  Frame #
- ☐ **Corrective Document**  
Reel #  Frame #

**Conveyance Type**

- ☐ **Assignment** ☐ **License**
- ☐ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
- ☐ **Merger** ☐ **Effective Date**  
Month Day Year
- ☐ **Change of Name**
- ☒ **Other**

**Conveying Party**☐ Mark if additional names of conveying parties attached**Execution Date**  
Month Day YearName Formerly 

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☐ **Corporation** ☐ **Association**
- ☒ **Other**

☐ **Citizenship/State of Incorporation/Organization** **Receiving Party**☐ Mark if additional names of receiving parties attachedName DBA/AKA/TA Composed of Address (line 1) Address (line 2) Address (line 3) 

City

State/Country

Zip Code

- ☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership** ☐ **Corporation** ☐ **Association**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☐ **Other** ☒ **Citizenship/State of Incorporation/Organization** 

05/11/2000 JSHABAZZ 00000113 980964

**FOR OFFICE USE ONLY**

01 FC:481

40.00 DP

02 FC:482

325.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002071 FRAME: 0441**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="980,964"/>	<input type="text" value="802,615"/>	<input type="text" value="1,332,353"/>
<input type="text" value="1,547,540"/>	<input type="text" value="779,589"/>	<input type="text" value="860,955"/>
<input type="text" value="1,219,246"/>	<input type="text" value="1,057,800"/>	<input type="text" value="1,363,578"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lisa M. Schuver

Name of Person Signing

Lisa M Schuver

Signature

4/21/00

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**


1,136,325		
652,342		
1,057,799		
921,506		
768,144		

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)

Revell-Monogram, Inc.  
8601 Waukegan Road  
Morton Grove, IL 60053

8

Secured Party(ies) and address(es)

Continental Bank N.A.  
231 South LaSalle Street  
Chicago, IL 60697

For Filing Officer  
(Date, Time, Number, and Filing Office)

3129895

8.00FS

10:32

4.007\*\* 334523

1. This financing statement covers the following types (or items) of property:

All Equipment, Inventory, Receivables, Related Contracts, Intellectual Property Collateral, deposit accounts, books, records, writings, data bases, proceeds and products, of the foregoing, and other property and rights as more fully described on Schedule A attached hereto and made a part hereof.

ASSIGNEE OF SECURED PARTY

**SEE OVERSIZE FILE**

2. ☒ Products of Collateral are also covered.

56 Additional sheets presented.

X Filed with Office of Secretary of State of Illinois.

93100 Debtor is a transmitting utility as defined in UCC § 9-105.

0463

Revell-Monogram, Inc.

Signature of Debtor (Secured Party)\*

\* Signature of Debtor Required in Most Cases:  
Signature of Secured Party in Cases Covered by UCC § 9-402 (2)

FILING OFFICER COPY - ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1-REV. 1978

TERMINATED

505IL06/04/93

505IL01/27/95 03:00

This STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code.

For Filing Officer (Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and address(es)

Revell-Monogram, Inc.  
8601 Waukegan Road  
Morton Grove, Illinois 60053

Secured Party(ies) and address(es)

Continental Bank N.A.  
231 South LaSalle Street  
Chicago, Illinois 60697

This Statement refers to original Financing Statement No. 3129895

Date filed: June 4, 19 93 Filed with Illinois SOS

- A. ☐ CONTINUATION.....The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.
- B. ☒ PARTIAL RELEASE...From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.
- C. ☐ ASSIGNMENT.....The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.
- D. ☐ TERMINATION.....The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
- E. ☐ AMENDMENT.....The financing statement bearing the above file number is amended.  
☐ To show the Secured Party's new address as indicated below;  
☐ To show the Debtor's new address as indicated below;  
☐ As set forth below:

See Schedule I attached hereto and made a part hereof.

9 3 2 7 7 (Debtor)  
Signature of Debtor, if required 0 6 4 7  
Dated: \_\_\_\_\_, 19 \_\_\_\_\_

Continental Bank N.A.  
By: *[Signature]*  
(Signature of Secured Party)

This form of Financing Statement is approved by the Secretary of State.

(1) FILING OFFICER COPY-ALPHABETICAL

TERMINATED

(Secured Party)

SOS IL 10/14/93 02:53

SOS IL 11/27/95 03:00

3174136

8.00PR

334523

4.007\*\*

SCHEDULE I  
To Uniform Commercial Code Partial-Release Form

NAMING:

DEBTOR:

Revell-Monogram, Inc.  
8601 Waukegan Road  
Morton Grove, Illinois 60053

SECURED PARTY:

Continental Bank N.A.  
231 South LaSalle Street  
Chicago, Illinois 60697

This partial-release form covers all of the Secured Party's security interest in the following assets of Debtor, that are sold to Craft House Corporation, relating to the manufacture and sale of Skilcraft Products: 4 /

- i. All patents, trademarks, trade names and copy rights relating to the Skilcraft Products and Handy Andy Products, as set forth on Exhibit A attached hereto;
- ii. All tooling utilized to produce the Skilcraft Products as set forth on Exhibit B attached hereto, plus the tooling for the following products:

<u>Product Name</u>	<u>Item No.</u>
Ant Circus	4507
Navel Orange	4213
Apple Head	4214
Water Wonderland	4508

- iii. All Skilcraft finished goods, work-in-progress and raw material (current inventory relating to the 1993 product line, the value of which excludes any manufacturing overhead and includes all material and direct labor costs); and
- iv. All intangible personal property of Debtor related to the manufacture and sale of Skilcraft Products; including, without limitation, customer account information regarding all sales of Skilcraft products by Debtor, customer lists, historical sales information relating to each customer, all sales materials, merchandising aids, customer correspondence and complaint files solely relating to Skilcraft Science line of products only, and archive information.

TERMINATED

505IL01/27/95 03:00

4.00T\*\* 334523

505IL10/04/93 02:53

8.00P\*\* 3174138

SCHEDULE A  
To Uniform Commercial Code Financing Statement

NAMING:

DEBTOR

Revell-Monogram, Inc.  
8601 Waukegan Road  
Morton Grove, Illinois 60053

SECURED PARTY

Continental Bank N.A.,  
231 South LaSalle Street  
Chicago, Illinois 60697

This Financing Statement covers all of the Debtor's right, title and interest in the following, whether now or hereafter existing or acquired (the "Collateral"):

- 9 3(a) 5 5 all equipment of the Debtor in all of its forms, wherever located, and all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor (any and all of the foregoing being the "Equipment"), but excluding, however, any equipment leased to the Debtor;
- (b) all inventory of the Debtor in all of its forms, wherever located, including:
- (i) all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof,
  - (ii) all goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including goods in which the Debtor has an interest or right as consignee), and
  - (iii) all goods which are returned to or repossessed by the Debtor,
- and all accessions thereto, products thereof and documents therefor (any and all such inventory, materials, goods, accessions, products and documents being the "Inventory");

TERMINATED

SOSIL01/27/95 03:00

334523  
4.00T\*\*

SCHEDULE A  
To Uniform Commercial Code Financing Statement

NAMING:

DEBTOR

Revell-Monogram, Inc.  
8601 Waukegan Road  
Morton Grove, Illinois 60053

SECURED PARTY

Continental Bank N.A.,  
231 South LaSalle Street  
Chicago, Illinois 60697

- (c) all accounts, contracts, contract rights, chattel paper, documents, instruments and general intangibles of the Debtor, whether or not arising out of or connection with the sale or lease of goods or the rendering of services, and all rights of the Debtor now or hereafter existing in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any accounts, contracts, contract rights, chattel paper, documents, instruments and general intangibles (any and all such accounts, contracts, contract rights, chattel paper, documents, instruments and general intangibles being the "Receivables", and any and all such security agreements, guaranties, leases and other contracts being the "Related Contracts");
- (d) all Intellectual Property Collateral;
- (e) all deposit accounts of the Debtor and all accounts of the Debtor for holding Cash Equivalents, including all funds on deposit therein, all investments arising out of such funds, all claims thereunder or in connection therewith, and all cash, instruments, securities, rights and other property at any time and from time to time received, receivable, or otherwise distributed in respect of such accounts, such funds, or such investments (excluding however, any such account expressly designated as an escrow or similar account all of the amounts on deposit in which are being held for the benefit of a Person other than the Debtor or any of its Subsidiaries);



SCHEDULE A  
To Uniform Commercial Code Financing Statement

NAMING:

DEBTOR

Revell-Monogram, Inc.  
8601 Waukegan Road  
Morton Grove, Illinois 60053

SECURED PARTY

Continental Bank N.A.,  
231 South LaSalle Street  
Chicago, Illinois 60697

- (f) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing;
- (g) all of the Debtor's securities;
- (h) all of the Debtor's other property and rights of every kind and description and all interests therein; and
- (i) all products, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a), (b), (c), (d), (e), (f), (g), and (h), proceeds deposited from time to time in any collateral account of the Secured Party and in any lock boxes of the Debtor, and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

As used herein, the following terms shall have the meanings set forth below (which definitions shall be applicable to the singular and plural forms of such terms):

Cash Equivalents means:

- (i) marketable direct obligations issued or unconditionally guaranteed by the United States

**SCHEDULE A**  
**To Uniform Commercial Code Financing Statement**

NAMING:

DEBTOR

Revell-Monogram, Inc.  
8601 Waukegan Road  
Morton Grove, Illinois 60053

SECURED PARTY

Continental Bank N.A.,  
231 South LaSalle Street  
Chicago, Illinois 60697

Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition thereof;

- (ii) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, rated AA or better by either Standard & Poor's Corporation or Moody's Investors Service, Inc.;
- (iii) commercial paper maturing no more than one year from the date of creation thereof and, at the time of acquisition, rated A1/P1 or better by either Standard & Poor's Corporation or Moody's Investors Service, Inc.;
- (iv) certificates of deposit or bankers' acceptances maturing within one year from the date of acquisition thereof issued by any commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia having combined capital and surplus of not less than \$250,000,000; and
- (v) other investments through the short-term asset management program of the Secured Party.

Computer Hardware and Software Collateral means all of the Debtor's right, title and interest in and to:

**SCHEDULE A**  
**To Uniform Commercial Code Financing Statement**

**NAMING:**

**DEBTOR**

Revell-Monogram, Inc.  
8601 Waukegan Road  
Morton Grove, Illinois 60053

**SECURED PARTY**

Continental Bank N.A.,  
231 South LaSalle Street  
Chicago, Illinois 60697

(a) any computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) any software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by the Debtor, designed for use on the computers and electronic data processing hardware described in clause a above;

(c) any firmware associated therewith;

(d) any documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) any rights with respect to all of the foregoing, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

Copyright Collateral means all of the Debtor's right, title and interest in and to any copyrights, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including, without limitation, all of the Debtor's right, title and interest in and to all copyrights

SCHEDULE A  
To Uniform Commercial Code Financing Statement

NAMING:

DEBTOR

Revell-Monogram, Inc.  
8601 Waukegan Road  
Morton Grove, Illinois 60053

SECURED PARTY

Continental Bank N.A.,  
231 South LaSalle Street  
Chicago, Illinois 60697

registered in the United States Copyright Office or anywhere else in the world including, without limitation, the copyright registrations referred to in Exhibit C attached hereto, and all applications for registration thereof, whether pending or in preparation, including each copyright license referred to in Exhibit D attached hereto, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

Intellectual Property Collateral means, collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

Patent Collateral means all of the Debtor's right, title and interest in and to:

(a) any letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Exhibit A attached hereto;

(b) any patent licenses, including each patent license referred to in Exhibit D attached hereto;

(c) any reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses a and (b); and

SCHEDULE A  
To Uniform Commercial Code Financing Statement

NAMING:

DEBTOR

Revell-Monogram, Inc.  
8601 Waukegan Road  
Morton Grove, Illinois 60053

SECURED PARTY

Continental Bank N.A.,  
231 South LaSalle Street  
Chicago, Illinois 60697

(d) any proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Exhibit A attached hereto hereto, and for breach or enforcement of any patent license, including any patent license referred to in Exhibit A attached hereto, and all rights corresponding thereto throughout the world.

Person means any natural person, corporation, limited liability company, partnership, trust, association, governmental authority or unit, or any other entity, whether acting in an individual, fiduciary or other capacity.

Subsidiary means, with respect to the Debtor, a corporation or other entity of which the Debtor and/or its other Subsidiaries own, directly or indirectly, such number of outstanding shares as have more than 50% of the ordinary voting power for the election of directors or the equivalent.

Trademark Collateral means all of the Debtor's right, title and interest in and to:

(a) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether

SCHEDULE A  
To Uniform Commercial Code Financing Statement

NAMING:

DEBTOR

Revell-Monogram, Inc.  
8601 Waukegan Road  
Morton Grove, Illinois 60053

SECURED PARTY

Continental Bank N.A.,  
231 South LaSalle Street  
Chicago, Illinois 60697

currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Exhibit B attached hereto;

(b) any Trademark licenses, including each Trademark license referred to in Exhibit D attached hereto;

(c) any reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) any of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) any proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license referred to in Exhibit B and Exhibit D attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Trade Secrets Collateral means all of the Debtor's right, title and interest in and to any common law and statutory trade secrets and any other confidential or proprietary or useful information and any know-how obtained by or used in, or contemplated at any time for use in, the business of the Debtor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a

**SCHEDULE A**  
**To Uniform Commercial Code Financing Statement**

**NAMING:**

**DEBTOR**

Revell-Monogram, Inc.  
8601 Waukegan Road  
Morton Grove, Illinois 60053

**SECURED PARTY**

Continental Bank N.A.,  
231 South LaSalle Street  
Chicago, Illinois 60697

writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, including each Trade Secret license referred to in Exhibit D attached hereto, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.